

JUDGE CASTEL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CCC INSURANCE CORPORATION

07 CV 11393

Docket No.:

Plaintiff,

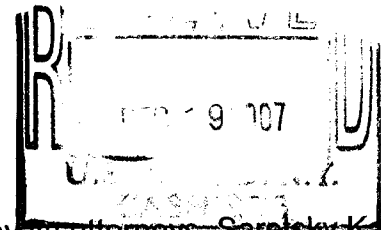
COMPLAINT

-- against --

Jury Trial Demanded

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA,

Defendant.



-----X
Plaintiff, CCC Insurance Corporation ("CCCIC"), by its attorneys, Saretsky Katz
Dranoff & Glass, L.L.P., as and for its complaint against defendant National Union Fire
Insurance Company of Pittsburgh, PA ("NUFIC") alleges:

The Nature of the Action

1. This is an action by CCCIC for a judgment for the sum owed to it by
NUFIC pursuant to a NUFIC-issued contract of reinsurance.

The Parties

2. At all times herein relevant, CCCIC was, and still is, a foreign corporation
incorporated under the laws of, and authorized to do business in, Barbados, with its
principal place of business in Barbados.

3. Upon information and belief, at all times herein relevant, NUFIC was, and
still is, an insurance and reinsurance company incorporated under the laws of the State
of Pennsylvania and authorized to do business in the State of New York, with its
principal place of business in the State of New York.

Jurisdiction and Venue

4. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. §1332(a)(2) because the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and the action is between a citizen of a State and a citizen or subject of a foreign state.

5. Venue is proper in this district pursuant to 28 U.S.C. §1391(a)(1) and/or (a)(3) because NUFIC is subject to personal jurisdiction in this judicial district at the time this action is commenced.

The Facts

6. CCCIC is the reinsured and NUFIC is the reinsurer under NUFIC-issued Certificate of Casualty Reinsurance No. 3649635, effective on January 20, 1993 (the "NUFIC Contract").

7. Pursuant to the NUFIC Contract, NUFIC reinsures CCCIC, and is obligated to indemnify CCCIC, for excess medical malpractice insurance that CCCIC provides to various hospitals and other health care providers participating in an insurance program administered by Combined Coordinating Council, Inc.

8. On or about August 24, 2006, CCCIC furnished NUFIC with data showing the amount of NUFIC's then-due indemnity obligation to CCCIC pursuant to the NUFIC Contract.

9. CCCIC provided all of the information and documents requested by NUFIC in connection with NUFIC's then-due indemnity obligation to CCCIC pursuant to the NUFIC Contract and has performed all conditions precedent to NUFIC's performance of that indemnity obligation.

10. Of the amount of NUFIC's then-due indemnity obligation to CCCIC, NUFIC has failed and refused to pay \$5,000,000, all of which sum is attributable to excess medical malpractice insurance that CCCIC provided as respects a claim known as the Muniz claim.

Cause of Action

11. CCCIC repeats and realleges the allegations contained in paragraphs 1 through 10, inclusive, as if the same were fully set forth herein at length.

12. By failing and refusing to pay CCCIC the \$5,000,000 due as respects the Muniz claim, NUFIC has breached its indemnity obligation to CCCIC pursuant to the NUFIC Contract.

Wherefore, CCCIC demands judgment against NUFIC

- (a) in the principal amount of \$5,000,000; and
- (b) for such other, further and different relief as the Court deems just and proper, including interest, costs, disbursements and attorneys' fees.

Demand for Jury Trial

CCCIC demands trial by jury.

Dated: New York, New York
December 18, 2007

Saretsky Katz Dranoff & Glass, L.L.P.
Attorneys for Plaintiff CCC Insurance Corporation

By: 
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